

# **General Terms and Conditions of LanguageLink Sprachdienste GmbH** **(called the “Agency” in the following)**

## **1. Scope of Services**

- 1.1 The following provisions shall apply to the scope of services unless agreed otherwise in writing.
- 1.2 The Client shall inform the Agency for which purpose the translation is required, for example if it
  - 1.2.1 only serves information purposes,
  - 1.2.2 will be published or is for advertising purposes,
  - 1.2.3 for legal purposes or for patent applications,
  - 1.2.4 or if it is intended for some other purpose for which special translation requirements apply and must be taken into consideration by the translator.
- 1.3 The Client shall only use the translation for the indicated purpose. The Agency shall bear no liability whatsoever for damages or loss of any kind in the event that the Client uses the translation for another purpose other than that indicated to the Agency when ordering the translation.
- 1.4 If the Client does not inform the Agency of the purpose of the translation, the Agency shall complete the translation to the best of its knowledge and ability for informational purposes (see item 1.2.1).
- 1.5 The Agency shall deliver the finished translations in electronic form, unless agreed otherwise.
- 1.6 The formal structure of the translations shall be subject to item 6.3 DIN 2345 (“Translation Orders”) unless agreed otherwise.
- 1.7 If the Client requires the use of specific terminology, the Agency shall be informed of this fact and must be provided with the necessary materials or documents. This shall also apply to specific language variants.
- 1.8 The technical and linguistic correctness of the source text shall fall under the sole responsibility of the Client.
- 1.9 The Agency shall be entitled to have orders completed by equivalently qualified third parties (translators, proofreaders, subcontractors). In this case, the Agency shall remain the sole contract partner. The same level of security that the Client employs in communication with the Agency shall be employed by the Agency (i.e. the manner in which the Client contacts the agency or sends documents).
- 1.10 The name of the Agency shall only be included in published translations when the entire text was translated by the Agency and when no changes have been made to the translated text without the approval of the Agency.

## **2. Fees**

- 2.1 The fees (prices) for translations shall be based on the rates (price lists) of the Agency as applicable to the particular type of translation.

Translations shall be billed according to lines of translated (target) text.  
1 line = 55 characters, 1 page = approximately 30 typed lines (DIN A4).  
A minimum fee shall be charged for small orders.
- 2.2 Services above and beyond standard word processing shall be invoiced according to separate agreement (for example when texts are to be delivered in special formats or when the Client has special graphical or layout requirements involving separate software, etc.).
- 2.3 The target text (result of the translation process) shall be the basis for billing unless agreed otherwise.
- 2.4 If a cost estimate has been provided, this shall only be valid when it was provided in writing.
  - 2.4.1 Cost estimates in any other form shall only serve as non-binding guidelines.
  - 2.4.2 Cost estimates are prepared to the best knowledge and judgment of the Agency, but the Agency shall not be liable for their correctness. The Agency shall inform the Client immediately in the event that it becomes apparent that the costs will exceed the cost estimate by more than 15%. If the costs exceed the cost estimate by up to 15% for unavoidable reasons, the Agency is under no obligation to inform the Client and shall be entitled to bill these costs without prior notice.
- 2.5 Cost estimates provided without an examination of the documents to be translated shall only be considered a non-

- binding guideline. The Client shall be obligated to pay the actual costs of the translation as per item 2.1, even if he is not informed of the actual costs as per item 2.4.2 in the event that the Agency does not prepare a new cost estimate upon receipt of the documents to be translated.
- 2.6 The Agency shall be entitled to charge appropriate additional costs for order changes or additional orders.
- 2.7 Wage or salary increases stipulated by the official Austrian collective bargaining agreements shall entitle the Agency to adjust its prices after the acceptance of an order.
- 2.8 All claims and ancillary claims of the Agency shall be value adjusted according to the monthly consumer price index published by the Austria Federal Bureau of Statistics (*Österreichisches Statistisches Zentralamt*), or an index replacing this index. All value adjustments shall be based on the index figure applicable to the month in which the contract for services is concluded. Fluctuations in the index up to and including 2.5% shall not be taken into account. This leeway shall be recalculated each time that the index increases or decreases beyond this range, whereby the first index figure outside of this range shall be used for the recalculation of the claim amount and for the stipulation of the new fluctuation margin. All amounts calculated on this basis shall be rounded up to one decimal place.
- 2.9 The Agency shall be entitled to charge the full fee for the translation of a text of equal length, subject area, language combination, translation purpose, etc. for the review of a translation by a different translator or translation agency.
- 2.10 The Agency shall be entitled to bill appropriate surcharges for express and weekend work.

## **3. Delivery**

- 3.1 The delivery deadline for the completion of the translation shall be based on written agreement between both parties. If the delivery date is a significant factor in the order accepted by the Agency, the Client shall expressly inform the Agency of this fact in advance.

The agreed delivery deadline shall only be binding for the Agency when the Client has supplied all necessary documents and materials in the indicated scope (for example source texts and all necessary background information) in good time and when all agreed payment terms and other obligations have been fulfilled by the Client.  
The delivery deadline shall automatically be extended by an appropriate time period when these conditions are not fulfilled.
- 3.2 The Client shall only be entitled to withdraw from the contract in the event that the delivery deadline is not met when the delivery deadline was expressly agreed (see item 3.1, paragraph 1) and when the Client has fulfilled all requirements of item 3.1, paragraph 2. The Agency shall not be liable for compensation for loss or damages in this event, with the exception of damages resulting from intent or gross negligence.
- 3.3 Translations shall be delivered in the same manner as the documents were provided to the Agency unless agreed otherwise.
- 3.4 The Client shall bear all risks associated with delivery (transmission). The Agency and its agents (translators, proofreaders, subcontractors) shall always apply the same level of security in transmitting data as applied by the Client.
- 3.5 All documents provided to the Agency by the Client shall remain in the possession of the Agency after the conclusion of the translation unless agreed otherwise. The Agency shall have no obligation to keep or otherwise handle these documents. However, the Agency shall ensure that these documents cannot be used in a manner that violates and contractual agreement between the parties.

## **4. Force Majeure**

- 4.1 The Agency shall inform the Client of any force majeure events immediately. Force majeure events shall entitle the Agency and the Client to withdraw from the contract. In this event, the

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Client shall compensate the Agency for any services rendered and expenses incurred.

- 4.2 The following shall especially be considered force majeure events:

Accidents, labor conflicts, acts of war, civil war or unrest, as well as unforeseeable hindrances that can be proved to significantly impede the Agency in the completion of the order in accordance with the contractually agreed terms.

## **5. *Liability for Faults (Warranty)***

- 5.1 Any and all complaints regarding the quality of the translation shall be submitted within four weeks after delivery. Faults shall be documented and proven in sufficient form in writing by the Client.
- 5.2 The Client shall grant the Agency an appropriate period to correct any faults and shall give the Agency the opportunity to do so. If the Client does not allow the Agency to correct the faults, the Agency shall bear no liability for these faults whatsoever. If the faults are corrected by the Agency within the appropriate period, the Client shall not be entitled to a price reduction.
- 5.3 If the Agency allows the appropriate period to elapse without correcting the faults, the Client shall be entitled to withdraw from the contract or demand a price reduction. The Client shall not be entitled to withdraw from the contract or to a price reduction for minor faults.
- 5.4 Warranty claims shall not entitle the Client to withhold agreed payments or to offset claims against agreed payments.
- 5.5 For translations that go into print, the Agency shall only be liable for faults when the Client expressly informs the Agency of the fact that the translation will be published in writing in his order and when the Agency is given all corrected versions (author's corrections) up to and including the final version that is published. In this case, the Agency shall be entitled to appropriate compensation for the corrections or to compensation on the basis of an appropriate hourly rate.
- 5.6 The Agency shall bear no liability for faults for the translation of poorly legible, illegible or incomprehensible documents. This shall also apply to the review of translation as per items 2.9 and 5.5.
- 5.7 Stylistic corrections and the adaptation of specific terminology (especially industry-specific, internal company terminology and the like) shall not be considered translation faults.
- 5.8 The Agency shall not be liable for the correct translation of order-specific abbreviations that are not explained upon order placement.
- 5.9 The Agency shall not be liable for the correct transliteration of names and addresses from texts that are written in non-Latin alphabets. In such cases, it is recommended that the Client include a separate typed document with the correct spelling of names and other words in Latin letters. This shall also apply to illegible names and numbers on birth certificates and other official documents.
- 5.10 All numbers shall be included in the target text as they appear in the source text. The Agency shall not be liable for the conversion of numbers, weights and dimensions, currencies and the like.
- 5.11 The Agency shall be considered the holder of all manuscripts and original texts provided by the Client if these are not returned together with the translation in accordance with the provisions of General Austrian Civil Code for a period of four (4) weeks after the completion of the order.  
No insurance obligation shall apply. Item 3.5 applies to the return of such documents analogously.
- 5.12 The Agency shall bear no liability for the provision of translators and interpreters, with the exception of damages resulting from intent or gross negligence in the selection of these persons.
- 5.13 The Agency shall not be liable for faults in texts that are proofread as per item 2.9 when the source text is not provided.
- 5.14 The Agency shall not be liable for any damages or loss (such as virus infections, the violation of non-disclosure agreements, etc.) resulting from the delivery of translations by electronic

means (e-mail, download link, etc.) except in cases of gross fault.

## **6. *Compensation for Damages***

- 6.1 All claims for damages against the Agency shall be limited to the invoice amount (net) unless other amounts are stipulated by binding law. This restriction shall not apply to cases of gross negligence or intentional acts. The Agency shall under no circumstances be liable for lost profits or consequential damages.
- 6.2 If the Agency has liability insurance coverage, claims for compensation shall be limited to the amount that is covered by the insurance company in the concrete case.

## **7. *Payment***

- 7.1 Payment shall be made in cash upon delivery of the translation, or immediately after receipt of the translation, unless agreed otherwise.  
The Agency shall be entitled to demand an appropriate advance payment. An advance payment in the full amount of the translation fee may be demanded from private persons and foreign Clients. If collection by the Client is agreed and the translation is not collected on the agreed date by the Client, the Client's payment obligation shall come into force on the day that the translation is ready for collection.
- 7.2 In the event of delay in payment, the Agency shall be entitled to withhold documents provided by the Client for translation (such as manuscripts). Interest on arrears in the amount of the reference rate of the Austrian National Bank plus 2% shall be assessed on all late payments.
- 7.3 In the event that the Client fails to comply with the agreed terms of payment, the Agency shall be entitled to cease working on any orders from the Client until the terms of payment are fulfilled by him. This shall also apply to orders for which a fixed delivery deadline has been agreed (see item 3.1).  
If the value of the payment obligation is significantly less than the value of the document, the Agency shall only be entitled to retention up to the value of the payment obligation.  
In the event that the Agency ceases working on the Client's orders under this provision, the Client shall be entitled to no claims whatsoever, and the further rights and entitlements of the Agency shall not be affected in any way whatsoever.

## **8. *Non-Disclosure Obligation***

The Agency shall be obligated to maintain strict confidentiality. The Agency shall also ensure that all engaged agents (translators, proofreaders, subcontractors) are subject to an equivalent non-disclosure obligation. The Agency shall not be liable for non-disclosure violations by his sub-contractors except in cases of gross fault in the selection of the sub-contractor.

## **9. *Data Protection***

The Client's data will be stored and used by the Agency for the purposes of processing enquiries and orders, for processing subsequent orders, and for responding to enquiries about orders. The data will be retained for the duration of the customer relationship, and after the end of this relationship for at least as long as required by legal retention obligations or for as long as they may be needed to enforce legal entitlements or defend against legal claims. The Agency only stores and processes personal data provided or disclosed by the Client to the extent necessary to fulfil the service contract (translation, proofreading, interpretation, rental). Data are only shared to the minimum extent required for the fulfilment of the contract, as required by law, or as justified by the legitimate interest of third parties involved in contract fulfilment (external service providers). Client data will not be shared for advertising purposes under any circumstances.

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**10. *Place of Jurisdiction***

The place of performance for all contractual agreements that fall under this legal relationship shall be the registered domicile of the Agency. In the event of disputes regarding the existence or non-existence of such a legal relationship and disputes arising from such a legal relationship, suits filed by the Agency shall be settled either in the competent court of the registered domicile of the Agency or in the competent court of the registered domicile of the Client; suits filed by the Client shall be settled in the competent court of the registered domicile of the Agency. This agreement is subject to Austrian law.

**11. *Salvatory Clause***

The legal ineffectiveness or invalidity of individual provisions of this agreement shall have no effect on the remaining provisions of this contract.

*As of May 2018*